

HOSIE, WES, McLAUGHLIN & SACKS

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June 5, 1991

1-162A001

Honorable Noretta R. McGee
Secretary
Interstate Commerce Commission
Washington, D.C. 20423

7186-E
JUN 11 1991 10 20 AM
INTERSTATE COMMERCE COMMISSION

Dear Ms. McGee:

On behalf of GATX Leasing Corporation, I submit for filing under 49 U.S.C. Section 11303(a) and the regulations promulgated thereunder, the following document, which has not been previously recorded:

One (1) executed counterpart and two (2) true copies of a document entitled Assignment and Assumption Agreement dated as of December 15, 1988.

The above-described document should be included as part of the filing recorded on October 19, 1973 at 1:20 p.m., Recordation No. 7186, as the next available number, 7186-D. Recordation No. 7186 relates to a Conditional Sale Agreement dated as of September 1, 1973 among General Electric Company, The Fifth Third Leasing Company and Burlington Northern, Inc.

The executing parties to the Assignment and Assumption Agreement ("Assignment") are:

The Fifth Third Leasing Company - Assignor
Fifth Third Center
Cincinnati, OH 45263

GATX Leasing Corporation - Assignee
Four Embarcadero Center, Suite 2280
San Francisco, CA 94111

RECORDED & INDEXED
JUN 16 1991 11 11 AM

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The Assignment, among other items, provides for the assignment by Assignor to Assignee of all of Assignor's right, title and interest in:

- (a) the above-referenced Conditional Sale Agreement;
- (b) the Lease of Railroad Equipment dated as of September 1, 1973 between Burlington Northern, Inc., Lessee, and The Fifth Third Leasing Company, Lessor (ICC Recordation No. 7186-A);
- (c) Finance Agreement dated as of September 1, 1973 between First Security Bank of Utah, N.A., as Agent, The Chase Manhattan Bank, N.A., Interim Investor, The Fifth Third Leasing Company, Vendee and Burlington Northern Inc., Guarantor.
- (d) Supplemental Finance Agreement dated as of June 1, 1974 among First Security bank of Utah, N.A., as Agent, the Investors named in Schedule A thereto, The Fifth Third Leasing Company, Vendee and Burlington Northern, Inc., Guarantor;
- (e) Assignment of Lease and Agreement dated September 1, 1973 between The Fifth Third Leasing Company, Lessor or Vendee, and First Security Bank of Utah, N.A., as agent, Vendor;
- (f) Amendment Agreement, dated as of November 1, 1973 among The Fifth Third Leasing Company, Burlington Northern, Inc. and First Security Bank of Utah (ICC Recordation No. 7186-B);
- (g) Amendment Agreement dated September 10, 1974 among The Fifth Third Leasing Company, Burlington Northern, Inc. and First Security Bank of Utah, N.A. as Agent. (ICC Recordation No. 7186-C);
- (h) Agreement and Assignment dated as of September 1, 1973 among Burlington Northern, Inc., Lessee, The Fifth Third Leasing Company, Lessor and First Security Bank of Utah, N.A., Assignee; and
- (i) Instrument of Satisfaction and Release dated December, 1988 between The Fifth Third Leasing Company and First Security Bank of Utah, N.A., as Agent.

The Equipment covered by the Assignment consists of ten (10) Model U-30-C, 3000 h.p. locomotives manufactured by The General Electric Company and bearing the road numbers of the Burlington Northern, Inc. 5814 - 5818 (inclusive) and 5919 - 5923 (inclusive).

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Honorable Noreta R. McGee

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The Assignment should be filed as a secondary document to the above-referenced Conditional Sale Agreement. A short summary of the assignment to appear in the ICC index is as follows:

Assigns the rights of The Fifth Third Leasing Company under Recordation No. 7186 (Conditional Sale Agreement) and certain other documents described in Exhibit A to the Assignment and Assumption Agreement. Covers ten (10) Model U-30-C, 3000 h.p. locomotives manufactured by The General Electric Company and bearing the road numbers of the Burlington Northern, Inc.. 5814 - 5818 (inclusive) and 5919 - 5923 (inclusive).

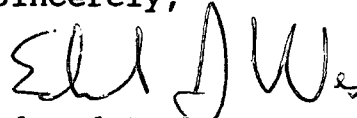
Enclosed is a check in the amount of Fifteen Dollars (\$15.00) in payment of the filing fee.

Once the filing has been made, please return the stamped copies of the document together with the fee receipt, the letter from the ICC acknowledging the filing and the two extra copies of this Letter of Transmittal.

The undersigned certifies that he is acting as special counsel to GATX Leasing Corporation for purposes of this filing and that he has knowledge of the matters set forth in the Assignment.

Thank you for your cooperation.

Sincerely,

A handwritten signature in dark ink, appearing to read 'EJW', with a stylized flourish at the end.

Edward J. Wes, Jr.

EJW:afv

Enc.

Interstate Commerce Commission
Washington, D.C. 20423

6/11/91

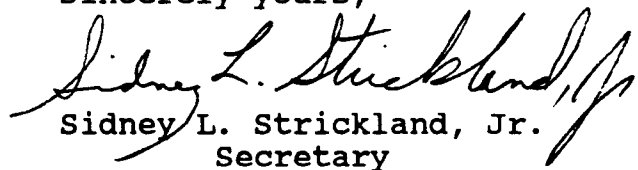
OFFICE OF THE SECRETARY

Edward J. Wes, Jr.
Hosie, Wes, McLaughlin & Sacks
One Sansome Street
San Francisco, Calif. 94104

Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 6/11/91 at 10:20am , and assigned recordation number(s). 7186-E

Sincerely yours,


Sidney L. Strickland, Jr.
Secretary

(Burlington Northern)

ASSIGNMENT AND ASSUMPTION AGREEMENT

RECORDED NO 7186-LE
JUN 11 1991 - 10 30 AM
INTERSTATE COMMERCE COMMISSION

ASSIGNMENT AND ASSUMPTION AGREEMENT dated December 22, 1988 between The Fifth Third Leasing Company ("Assignor") and GATX Leasing Corporation ("Assignee") executed and delivered pursuant to that certain Purchase Agreement dated as of December 15, 1988 between Assignor as Seller and Assignee as Buyer (the "Purchase Agreement").

1. All capitalized terms used herein, unless specifically defined herein or the context requires otherwise, shall have the meanings given to them in the Purchase Agreement.

2. Assignor hereby assigns, transfers and conveys to Assignee all of Assignor's right, title and interest in and to the Operative Documents listed on Exhibit A attached hereto, original executed counterparts of which have been delivered to Buyer. Assignee shall have all rights of Assignor in and to the Operative Documents, including, but not limited to, the CSA and the Lease

3. Assignee hereby assumes all of Assignor's obligations under the Operative Documents. Assignee covenants to be bound by all duties and obligations thereunder, and acknowledges that it takes subject to the rights of the respective parties in and to the Operative Documents.

4. Assignor hereby represents and warrants that:

(a) It owns and has full power to sell its interest in the Operative Documents.

(b) The indebtedness evidenced by the CSA has been repaid in full and the lien created by the CSA has been satisfied and released.

(c) The Lease is in full force and effect and Assignor is not aware of any default by the lessee of any of the lessee's obligations under the Lease, nor is Assignor aware of any claim, defense, or setoff asserted by the lessee under the Lease.

(d) With the exception of any manufacturer's warranties, which are hereby assigned to Buyer, and the warranty of title set forth hereinabove, Assignor's interest in the Equipment subject to the Lease is being assigned "AS-IS" AND "WHERE-IS" AND ALL WARRANTIES, EXPRESS OR IMPLIED, OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE WITH RESPECT TO THE CONDITION, QUALITY, DURABILITY, SUITABILITY, OR LOCATION OF THE EQUIPMENT ARE HEREBY EXPRESSLY DISCLAIMED.

5. Assignor agrees that any time and from time to time, upon the written request of Assignee, Assignor will promptly and duly execute and deliver or cause to be executed and delivered on its behalf any and all such further instruments and documents and will take such further action as Assignee may reasonably request in order to obtain the full benefit of this Assignment and to the rights and powers herein granted. Assignor shall not be responsible for damages in strict liability or for incidental or consequential damages however arising from events occurring after the date of this Agreement.

6. This Assignment and Assumption shall be governed by, and for all purposes construed in accordance with, the laws of the State of California.

IN WITNESS WHEREOF, the parties hereto have caused this Assignment and Assumption Agreement to be duly executed as of the day and year first above written.

Attest:

Michael K. Keating
Assistant Secretary

THE FIFTH THIRD LEASING COMPANY

By: Tom Bobenread
Title: VICE PRESIDENT

Attest:

[Signature]
Assistant Secretary

GATX LEASING CORPORATION

By: Thomas C. Hood
Title: VICE PRESIDENT

STATE OF OHIO

COUNTY OF HAMILTON

} ss

On this 27th day of December 1988, before me personally appeared Tom Bobenread, to me personally known, and being duly sworn says that he is Vice President of The Fifth Third ~~Bank~~ Leasing Company that this instrument was signed on behalf of said corporation by authority of its Board of Directors and he acknowledged that the execution of the instrument was the free act and deed of said corporation and acknowledged that he executed the same.

Barbara Hood
Notary Public



BARBARA HOOD
Notary Public, State of Ohio
My Commission Expires Aug. 2, 1993

STATE OF CALIFORNIA
COUNTY OF SAN FRANCISCO } ss

On this 20th day of December 1988, before me, the undersigned, a notary public in and for said state, personally appeared Thomas C. Ned, personally known to me or proved to me on the basis of satisfactory evidence to be the person who executed the within instrument as Vice President of GATX Leasing Corporation and acknowledged that he executed the same.

WITNESS my hand and official seal.

Julie A. Cross
Notary Public

[seal]

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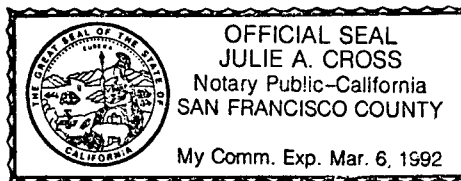


EXHIBIT A

(Burlington Northern) List of Operative Documents

1. Model Provisions, incorporated by reference in each of the applicable documents.

Part I	Model Conditional Sale Provisions for Lease Transactions
Part II	Model Lease Provisions
Part III	Model Assignment Provisions for Lease Transactions
2. Conditional Sale Agreement, dated as of September 1, 1973, among General Electric Company, Vendor or Builder, The Fifth Third Leasing Company, Vendee, and Burlington Northern Inc., Guarantor or the Lessee.
3. Lease of Railroad Equipment, dated as of September 1, 1973, between Burlington Northern Inc., Lessee, and The Fifth Third Leasing Company, Lessor.
4. Finance Agreement, dated as of September 1, 1973, between First Security Bank of Utah, N.A., as Agent, The Chase Manhattan Bank, N.A., Interim Investor, The Fifth Third Leasing Company, Vendee, and Burlington Northern Inc., Guarantor.
5. Supplemental Finance Agreement, dated as of June 1, 1974, among First Security Bank of Utah, N.A., as Agent, the parties named in Schedule A hereto, Investors, The Fifth Third Leasing Company, Vendee, and Burlington Northern Inc., Guarantor.
6. Assignment of Lease and Agreement, dated as of September 1, 1973, Assignment, between The Fifth Third Leasing Company, Lessor or Vendee, and First Security Bank of Utah, N.A., as Agent, Vendor.
7. Amendment Agreement, dated as of June 1, 1974, among The Fifth Third Leasing Company, Burlington Northern Inc. and First Security Bank of Utah, N.A., as Agent.
8. Amendment Agreement, dated September 10, 1974, among The Fifth Third Leasing Company, Burlington Northern Inc. and First Security Bank of Utah, N.A., as Agent.
9. Agreement and Assignment, dated as of September 1, 1973, between General Electric Company, the Builder, and First Security Bank of Utah, N.A. as Agent, the Assignee.
10. Amendment Agreement, dated November 1, 1973, among Burlington Northern Inc., Lessee, The Fifth Third Leasing Company, Lessor, and First Security Bank of Utah, N.A., Assignee.
11. Proposal and Residual Sharing Agreement, dated August 21, 1973, between ITEL Leasing Corporation and The Fifth Third Bank.
12. Memorandum to Participants from ITEL Leasing Corporation regarding the December 20, 1973 Equipment Closing.
13. Lease Renewal Agreement, dated as of November 2, 1988, between The Fifth Third Leasing Company, Lessor, and Burlington Northern Railroad Company as successor to Burlington Northern Inc., Lessee.
14. Instrument of Satisfaction and Release dated December ____, 1988 between The Fifth Third Leasing Company and First Security Bank of Utah, N.A., as Agent.